

IN THE JUSTICE COURT, CIVIL DIVISION
YELLOWSTONE COUNTY, MONTANA
BEFORE JUDGE _____

PLAINTIFF(S) NAME(S)

1(a). _____

Address City, State, Zip Phone No

CASE NO.

1(b). _____

Address City, State, Zip Phone No

CV- _____

VS

DEFENDANT(S) NAME(S).

**DEFAULT JUDGMENT
FOR POSSESSION**

2(a). _____

Address City, State, Zip Phone No

2 (b). _____

Address City, State, Zip Phone No

The defendant(s) was/were served with the summons and complaint for possession on

_____.

The default of the defendant(s) was entered for failure to answer the complaint within
TEN (10) days after service of the complaint and answer.

The court further finds as follows:

1. That the plaintiff(s) is/are entitled to relief as demanded in the complaint for possession;
2. That defendant(s) has/have not made the payment of the rent as agreed;
3. That the monthly rental is \$_____;
4. That the defendant(s) was/were served a notice in writing, requiring said defendant(s) to pay the rent owing and due; and failing to make such payment within [three (3)] [seven (7)] days from the day of service, to surrender and deliver the premises to the plaintiff(s);
5. That the defendant(s) holds over and continues in possession of said premises after default in payment of said rent, and without the permission of the plaintiff(s), and the plaintiff(s) has/have sustained damages;
6. That the rent now due and owing is \$_____;
7. That the total of other damages sustained by the defendant(s) determined at the time of the entry of default is \$_____;
8. That the holdover by the defendant(s) without permission of the plaintiff(s) is purposeful and not in good faith, and under §70-24-429, MCA, the plaintiff(s) is entitled to 3 month's periodic rent or treble damages, which ever is greater; and

9.

IT IS ORDERED AND ADJUDGED:

1. That the plaintiff(s) recover from the defendant(s) possession of the premises described as:

Street Address

Apt./Space #.

City

State

belonging to plaintiff(s) and that a writ of restitution and possession issue therefore;

2. That the rental agreement between the parties be and is terminated;
3. That plaintiff(s) have/has judgment against the defendant for the sum of \$_____;
4. That the security deposit of [\$_____] be credited toward the judgment; and
5. That plaintiff(s) recover from the defendant(s) costs of this action amounting to \$_____ and accruing costs and interest on the judgment at the rate of ten percent (10%) per annum from the date hereof.

The total judgment and costs, after credit for the security deposit, is \$_____.

Dated: _____.

Judge, Justice Court

THERE IS NO APPEAL FROM A DEFAULT JUDGMENT TO THE DISTRICT COURT EXCEPT ON QUESTIONS OF LAW OR ABUSE IN SETTING ASIDE A DEFAULT. NOTICE OF APPEAL TO THE DISTRICT COURT MUST BE FILED WITH THE CLERK OF THE JUSTICE COURT AND A COPY OF THE NOTICE OF APPEAL SERVED UPON THE ADVERSE PARTY WITHIN 30 DAYS AFTER ENTRY OF JUDGMENT.

CERTIFICATE OF SERVICE

I do hereby certify that the undersigned did serve by first class mail a copy of the above DEFAULT JUDGMENT FOR POSSESSION on the defendant(s) on _____20____ at the address(es) shown above.

Clerk, Justice Court